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11 Attorneys for Defendant Narconon Fresh
12 Start dba Rainbow Canyon Retreat ("Fresh Start")

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

16 DAVID WELCH, a Texas Citizen; STACY
17 WELCH, a Texas Citizen; and JACK WELCH,
a Texas Citizen.

18 Plaintiffs

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20 NARCONON FRESH START d/b/a
21 RAINBOW CANYON RETREAT, a
22 California Corporation; ASSOCIATION FOR
23 BETTER LIVING AND EDUCATION
24 INTERNATIONAL; NARCONON
25 INTERNATIONAL
and DOES 1-100, ROE Corporations I-X,
26 inclusive,

Defendants.

CASE NO. 2:14-cv-00167-JCM-CWH
Dept. No.: 3

**STIPULATION REGARDING
DOCUMENTS PRODUCED BY THE
RIGHT STEP IN RESPONSE TO
SUBPOENA**

27 THE RIGHT STEP was served with a Subpoena dated April 6, 2015, to testify at deposition
and to produce documents in a civil action in connection with the above-captioned matter.

1 Specifically, THE RIGHT STEP was commanded to produce specific documents and to designate
 2 one or more representative to testify on its behalf in conformity with the following:

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Testimony: you are commanded to appear at the time, date, and place set forth in
 the *Subpoena to Testify at a Deposition or to Produce Documents in a Civil Action* to testify at
 a deposition to be taken in this civil action. Since The Right Step is *not* a named
 party in this case, The Right Step must designate one or more officers, directors, or
 managing agents, or designate other persons who consent to testify on its behalf
 about the following matters:

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Person(s) Most Knowledgeable Regarding:

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1. **The Right Step's success rate.** This includes, but is not limited to, what the success rate was for the inpatient rehabilitation program for the past five years, the current success rate, how The Right Step defines "success", the method in which The Right Step determines its success rate (i.e. how The Right Step calculates its success rate, etc.), the length of time The Right Step follows up with former patients to determine their sobriety status, analysis on The Right Step's success rate (if any), comparison of The Right Step's success rate with other rehabilitation programs (if any), the reliability of The Right Step's success rate, advertising of The Right Step's success rate.
2. **The content of the treatment program** Jack Welch aka Jacob Hudkins aka Jack Hudkins aka Jacob Welch (DOB:04.18.1994) was enrolled at The Right Step. This includes, but is not limited to, any and all references to a "higher power", how The Right Step defines a "higher power", the education/instruction/information patients are provided regarding a "higher power", and why a "higher power" is incorporated into The Right Step program; programs/groups/meetings which incorporate spiritual and/or religious aspects, i.e. meditation, yoga, individual prayer, group prayer, or others; all aspects of "spirituality awareness" activities (as advertised on www.rightstep.com); religious accommodations made available to patients, i.e. transportation to a church of their choosing, dedicated prayer time, or other accommodations; fundamentals of the 12-step program which The Right Step utilizes that are based upon religious aspects and the reasons for incorporating them into the program.

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Production: The Person(s) Most Knowledgeable designated by The Right Step to testify with respect to the above-listed subject areas, must also bring with him/her/them to the deposition, any and all documents, electronically stored information, or objects, and/or permit their inspection, copying, testing or sampling of the material, all documents relied upon in testifying regarding the above-listed subject areas. This includes documents utilized in preparing to testify and which support the deponent's testimony.

On March 17, 2015, THE RIGHT STEP served FRESH START with its Objections of Third Party

The Right Step to Defendant Narconon Fresh Start's Subpoena to Testify at a Deposition or to

1 Produce Documents in a Civil Action. **Exhibit A.** Notwithstanding said objections, THE RIGHT
2 STEP will produce responsive documents and testimony.

3 On February 6, 2015, the parties (Plaintiffs and Defendants) entered into a Stipulated
4 Protective Order governing production of documents and testimony. The Court so ordered the
5 parties (Plaintiffs and Defendants) to be bound by the Stipulated Protective Order on February 9,
6 2015. (Doc. 76). **Exhibit B.**

7 THE RIGHT STEP, a non-party, in producing documents in response to the aforementioned
8 Subpoena, requires that its documents be treated confidentially.

9 WHEREFORE IT IS HEREBY **STIPULATED AND AGREED** by and between the
10 undersigned counsel as follows:

11 The parties (Plaintiffs and Defendants) agree that the materials produced by THE RIGHT
12 STEP shall be considered "Confidential Material" as the term is utilized throughout the Stipulated
13 Protective Order (Doc. 76) and given all protections identified therein. The parties (Plaintiffs and
14 Defendants) agree to treat THE RIGHT STEP's production confidentially as if THE RIGHT STEP
15 were a party to this lawsuit and party to the Stipulated Protective Order.

16

17 Dated this 28th day of April, 2015.

Dated this 28th day of April, 2015.

18 LEWIS BRISBOIS BISGAARD & SMITH LLP

19

20 By: /s/ Alayne Opie
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21 Alayne M. Opie
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23 *Start dba Rainbow Canyon Retreat ("Fresh Start")*

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By: /s/ Artemus Ham
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Attorneys for Plaintiffs

1 STIPULATION REGARDING DOCUMENTS
2 PRODUCED BY THE RIGHT STEP
3 IN RESPONSE TO SUBPOENA

4

5 *Welch v. Narconon et al.; 2:14-cv-00167-JCM-CWH*

6 Dated this 28th day of April, 2015

7 Dated this 28th day of April, 2015.

8 BAKER, KEENER & NAHRA, LLP

9 BAKER HOSTETLER

10 By: /s/ Robert Baker

11 Robert C. Baker

12 Baker, Keener & Nahra, LLP

13 633 West 5th Street, Suite 5500

14 Los Angeles, California 90071

15 and

16 Robert McBride

17 CARROLL, KELLY, TROTTER,
18 FRANZEN, MCKENNA & PEABODY

19 701 North Green Valley Pkwy, Suite 200
20 Henderson, Nevada 89074

21 *Attorney for Narconon International*

22 *and Association For Better Living*

23 *And Education International*

24

25 Matthew W. Caligur
26 811 Main Street
27 Suite 1100
28 Houston, Texas 77002-6111
Counsel for The Right Step

15 **ORDER**

16 IT IS SO ORDERED.

17 DATED: April 30, 2015

18 
19 United States Magistrate Judge

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
(HOUSTON DIVISION)

DAVID WELCH, A TEXAS CITIZEN, *et al.*,

Plaintiff,

v.

NARCONON FRESH START D/B/A
RAINBOW CANYON RETREAT, A
CALIFORNIA CORPORATION, *et al.*,

Defendant.

Civil Action No. 2:14-cv-00167
(Pending in District of Nevada)

**OBJECTIONS OF THIRD PARTY THE RIGHT STEP TO DEFENDANT NARCONON
FRESH START'S SUBPOENA TO TESTIFY AT A DEPOSITION OR TO PRODUCE
DOCUMENTS IN A CIVIL ACTION**

Third party The Right Step (“TRS”), through its counsel, pursuant to Rule 45(d)(2)(B) of the Federal Rules of Civil Procedure, hereby states the following objections and responses to Defendant’s Subpoena to Testify at a Deposition or to Produce Documents in a Civil Action dated March 4, 2015 (“Subpoena”):

GENERAL OBJECTIONS

1. The following general objections (“General Objections”) shall apply to each paragraph of the Subpoena unless the response expressly states otherwise.
2. TRS objects to the Subpoena’s instructions to the extent that they deviate from or conflict with, or impose a greater obligation than that set forth in the Federal Rules of Civil Procedure and applicable Local Rules.
3. TRS objects to the Subpoena’s instruction that TRS must designate to testify at a deposition the “Person(s) Most Knowledgeable” regarding the topics therein. This instruction imposes a greater obligation than set forth in Rule 30(b)(6) of the Federal Rules of Civil

Procedure, which requires TRS to designate a person that can “testify about information known or reasonably available to the organization.”

4. TRS objects to “Exhibit A” of the Subpoena because none of the terms are defined, and as such, all of the requests are vague and ambiguous.

5. TRS objects to “Exhibit A” of the Subpoena because no relevant time period is provided and, as such, all of the requests are overly broad and unduly burdensome.

6. TRS also objects to the Subpoena to the extent that the requested documentation involves confidential information, including, but not limited to, proprietary information, trade secrets, competitive business information, financial, or private personal information, which TRS is not required to produce and/or is precluded from producing pursuant to applicable rules and regulations. Moreover, it does not appear that a protective order is in place to protect any such confidential information.

7. TRS objects to producing any documents that would reveal confidential, proprietary, or trade secret information of TRS.

8. TRS objects to the Subpoena to the extent it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

9. TRS objects to the Subpoena to the extent that it purports to require TRS to provide information or produce documents not within its possession, custody or control, and further objects to all requests that purport to require TRS to create documents not already in existence.

10. TRS objects to the Subpoena to the extent that it requires TRS to produce documents which are already in the possession, custody, or control of the parties to this litigation, or their agents, attorneys, or representatives, or that are publicly-available. As a non-

party, TRS should not be required to assume the burden and expense of collecting, reviewing, and producing documents that either Defendant or Plaintiff can obtain from each other.

11. TRS objects to the Subpoena to the extent that it is overly broad, unduly burdensome, potentially duplicative, and not reasonably calculated to lead to the discovery of relevant, admissible evidence.

12. TRS objects to being put to the burden of responding to this Subpoena because it is duplicative of a previous subpoena to which TRS has already responded to in this matter, by producing responsive documents and presenting Mark Chapman for deposition.

13. TRS objects to the Subpoena to the extent that it is not narrowly tailored so as to avoid imposing undue burden or expense on TRS as required by Rule 45(d)(1) of the Federal Rules of Civil Procedure.

SPECIFIC OBJECTIONS

Subject to and without waiving the foregoing General Objections, TRS specifically objects and responds to the Subpoena's requests as follows:

Request No. 1: The Right Step's success rate. This includes, but is not limited to, what the success rate was for the inpatient rehabilitation program for the past five years, the current success rate, how The Right Step defines "success." The method in which The Right Step determines its success rate (i.e. how The Right Step calculates its success rate, etc.), the length of time The Right Step follows up with former patients to determine their sobriety status, analysis on The Right Step's success rate (if any), comparison of The Right Step's success rate with other rehabilitation programs (if any), the reliability of The Right Step's success rate, advertising of The Right Step's success rate.

Response: TRS objects to Request No. 1 because the terms and phrases "success rate," "inpatient rehabilitation program," "sobriety status," "success rate with other rehabilitation programs," and "reliability of...success rate" are undefined and are vague and ambiguous. The Request fails to state with reasonable particularity the specific documents sought. The Request also is overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of

admissible evidence. TRS further objects to this Request to the extent that it purports to require TRS to produce documents containing information that is confidential, proprietary, trade secret, competitive business information, financial, or confidential personal information.

Request No. 2: The content of the treatment program Jack Welch aka Jacob Hudkins aka Jack Hudkins aka Jacob Welch (DOB: 04.18.1994) was enrolled at The Right Step. This includes, but is not limited to, any and all references to a “higher power,” how The Right Step defines a “higher power,” the education/instruction/information patients are provided regarding a “higher power,” and why a “higher power” is incorporated into The Right Step program; programs/groups/meetings which incorporate spiritual and/or religious aspects, i.e. meditation, yoga, individual prayer, group prayer, or others; all aspects of “spirituality awareness” activities (as advertised on www.rightstep.com); religious accommodations made available to patients, i.e. transportation to a church of their choosing, dedicated prayer time, or other accommodations; fundamentals of the 12-step program which The Right Step utilizes that are based upon religious aspects and the reasons for incorporating them into the program.

Response: TRS objects to Request No. 2 because the terms and phrases “treatment program,” “higher power,” “spiritual and/or religious aspects,” and “religious accommodations” are undefined and are vague and ambiguous. The Request fails to state with reasonable particularity the specific documents sought. The Request is overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. TRS also objects because this Request is not limited to a specific time period, and as such, is overly broad and unduly burdensome. Finally, TRS further objects to this Request to the extent that it purports to require TRS to produce documents containing information that is confidential, proprietary, trade secret, competitive business information, financial, or confidential personal information.

Dated: March 17, 2015

Respectfully submitted,

BAKER & HOSTETLER LLP

By: /s/ Matthew W. Caligur
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Facsimile: 713.751.1717

**ATTORNEYS FOR THE RIGHT
STEP**

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of March, 2015, a copy of the foregoing Objections of The Right Step to Defendant's Third Party Subpoena to Testify at a Deposition or to Produce Documents in a Civil Action was served on the following counsel of record:

Via Certified Mail # 7012 1010 0003 7432 8555

Alayne Opie, Esq.
Lewis Brisbois Bisgaard & Smith
6385 South Rainbow Blvd., Suite 660
Las Vegas, Nevada 89118

Attorneys for Defendant

/s/ Matthew W. Caligur
Matthew W. Caligur

EXHIBIT B

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11 alayne.opie@lewisbrisbois.com
12 *Attorneys for Defendant Narconon Fresh
13 Start dba Rainbow Canyon Retreat ("Fresh Start")*

14
15 UNITED STATES DISTRICT COURT
16 FOR THE DISTRICT OF NEVADA

17 DAVID WELCH, a Texas Citizen; STACY
18 WELCH, a Texas Citizen; and JACK WELCH,
19 a Texas Citizen,

20 Plaintiffs,

21 vs.

22 NARCONON FRESH START d/b/a
23 RAINBOW CANYON RETREAT, a
24 California Corporation; ASSOCIATION FOR
25 BETTER LIVING AND EDUCATION
26 INTERNATIONAL; NARCONON
27 INTERNATIONAL
28 and DOES 1-100, ROE Corporations I-X,
inclusive,

Defendants.

CASE NO. 2:14-cv-00167-JCM-CWH
Dept. No.: 3

STIPULATED PROTECTIVE ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned counsel
as follows:

1.0 GENERAL INFORMATION:

1.1 Definitions - As used in this Order, the word:

1.1.1 "Party" or "Parties" shall include *Plaintiffs* DAVID WELCH, STACY
WELCH, JACK WELCH, and *Defendants* NARCONON FRESH START dba

1 RAINBOW CANYON RETREAT, NARCONON INTERNATIONAL,
2 ASSOCIATION FOR BETTER LIVING AND EDUCATION
3 INTERNATIONAL, and each of their/its/his/her employees, agents,
4 representatives, and attorneys (including both outside counsel and inside
5 counsel).

6 1.1.2 "Person(s)" shall include any "Party" to this action, whether an individual,
7 corporation, partnership, company, unincorporated association, governmental
8 agency, or other business or governmental agency.

9 1.1.3. "Confidential Material" shall mean any and all confidential or proprietary
10 documents, data, or information provided in response to written discovery
11 requests, subpoena, deposition testimony, or otherwise produced. All
12 Confidential Materials shall be Bates stamped and marked as confidential with
13 a watermark or legend.

14 1.1.4. "Discovering Party" shall mean the Party who has requested documents
15 designated as Confidential Material under this Stipulated Protective Order or is
16 in possession of documents designated as Confidential Material.

17 1.1.5 "Producing Party" shall mean the Party who has produced documents
18 designated as Confidential Material under this Stipulated Protective Order.

19 1.1.6 "Fresh Start" shall mean Narconon Fresh Start dba Rainbow Canyon Retreat.

20 1.1.7 "NI" shall mean Narconon International.

21 1.1.8 "ABLE" shall mean Association For Better Living And Education
22 International.

23 1.1.9 "Defendants" shall mean Narconon Fresh Start dba Rainbow Canyon Retreat,
24 Narconon International and Association For Better Living And Education
25 International.

26 1.1.10 "Licensing Agreement" shall mean the License Agreement dated May 14,
27 2001, by and between Narconon International and Narconon Southern

1 California, Inc. previously disclosed and identified as LICENSE-00001-9.

2 1.2 Trade Secrets and Proprietary Information:

3 Defendants contend that documents designated as Confidential Material represent
4 and/or reflect trade secrets or other confidential and proprietary research,
5 development or commercial information. The Parties agree Defendants have a
6 legitimate interest in protecting trade secrets, or other confidential and proprietary
7 research, development or commercial information, including those which Fresh Start
8 has been granted the non-exclusive right and license to use pursuant to the Licensing
9 Agreement. The Parties agree the protections within this agreement are adequate.

10 1.3. Nature of this Stipulated Protective Order:

11 The nature of this Stipulated Protective Order is to protect the Parties' confidential
12 information, including, Defendants' business interests in their own intellectual
13 property, information, and processes. Furthermore, the nature of this Stipulated
14 Protective Order is protect Fresh Start from any liabilities that arise out of the
15 Licensing Agreement. Defendants contend that disclosure of their trade secrets,
16 confidential or proprietary information or any of those referenced in the Licensing
17 Agreement, could cause irreparable and significant harm to Fresh Start, Narconon
18 International, Association For Better Living And Education, and their affiliates. This
19 Stipulated Protective Order is intended to prevent this foreseeable harm and any
20 related unforeseeable harm.

21 1.4 Public Health & Safety Not At Issue:

22 The documents and information at issue do not involve the public health and safety, a
23 public entity, or issues important to the general public.

24 1.5 Good Faith Discovery Cooperation:

25 It is the purpose of this Stipulated Protective Order and the desire of the Parties to
26 make the broadest range of reasonably relevant documents available to the Parties,
27 without waiving any trade secrets, privilege, or otherwise proprietary information,

while protecting all Parties interests', while adhering to the Licensing Agreement, and without subjecting the Parties and the Court to numerous discovery motions.

1.6 Reliance on this Agreement:

The Parties agree to limit dissemination of any documents and information as set forth in this Stipulated Protective Order and are materially relying on the representations and covenants contained within.

2.0 SCOPE, RELIANCE AND PURPOSE:

2.1 It is a purpose of this Stipulated Protective Order that Defendants will be provided reasonable assurance that:

2.1.1 The documents or information produced by Defendants will be used in this litigation and this litigation only and similar litigation involving the same Defendants and counsel only;

2.1.2 The documents or information produced by Defendants will not be used for commercial purposes;

2.1.3 The documents or information produced by Defendants will not be used for non-litigation purposes.

2.2 The Parties are relying on this Stipulated Protective Order, and would not have produced the documents and information otherwise.

2.3 The Parties' production under this Stipulated Protective Order does not admit or concede the documents or information are relevant or admissible in this litigation.

2.4 This Stipulated Protective Order survives the end of the above-styled litigation.

2.5 The Parties agree good cause exists for this Stipulated Protective Order and for the Court to enter this Order.

26. Compliance with this Stipulated Protective Order will be a material term

settlement agreement reached in this case.

3.0 PRODUCTION OF DOCUMENTS:

3.1 Any documents produced, produced for inspection and/or made available for copying

in this action by any Party to this litigation or any third parties whether before or after the date of entry of this Order may be designated Confidential Material. Such a designation shall be made by placing a watermark or legend inscribing the word "Confidential" on the face of each page of each document so designated. In the event a book is produced, the material shall be designated as Confidential Material by placing a watermark or legend inscribing the word "Confidential" on the front cover of the book. Thereafter, if any single page from the book is duplicated, the individual pages shall be designated Confidential Material by placing a watermark or legend inscribing the word "Confidential" on each page of the document so designated.

10 3.2 Such Confidential Materials in whole or in part or in any form, and the information
11 within, may be used and disclosed solely for the preparation and trial of this litigation
12 only, including all appeals. Copies of any discovery designated "Confidential" shall
13 only be provided to parties or persons as identified within this Stipulated Protective
14 Order.

- a. counsel of record in this action on behalf of a Party to this litigation;
- b. employees or agents of counsel including regularly employed support staff, paralegal and clerical personnel who have a direct responsibility for assisting such counsel in the preparation and trial of litigation, including appeals;
- c. outside consultants and experts and their employees or agents retained by counsel or any Party to this litigation for the purpose of assisting in the preparation and trial of this litigation, including appeals;
- d. the United States District Court, District of Nevada, ("the Court"), and court personnel, including stenographic reporters regularly employed

1 by the Court;

2 e. stenographic or video reporters who are otherwise engaged in such

3 proceedings as are necessarily incident to the conduct of this litigation;

4 f. witnesses or prospective witnesses requested by counsel to give

5 testimony or otherwise to prepare for any deposition, hearing, trial or

6 other proceeding in this litigation.

7 Any person or group of people who do not each meet the criteria of a

8 Qualified Person as defined above, shall be deemed to be a "non-qualified

9 person" or "non-qualified persons."

10 **4.0 DEPOSITIONS**

11 Deposition testimony concerning any Confidential Material shall be designated as Confidential

12 Material under the terms of this Stipulated Protective Order. The court reporter shall note on the

13 record the designation of Confidential Material and shall separately transcribe those portions of the

14 testimony so designated and shall mark the face of such portion of the transcript as "Confidential

15 Material." The Parties may use Confidential Material during any deposition provided the witness is

16 apprised of the terms of this Stipulated Protective Order and executes the AGREEMENT TO BE

17 BOUND BY PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION,

18 attached as Exhibit "A." The Parties may use Confidential Material during a deposition only if the

19 room is first cleared of all non-qualified persons.

20 **5.0 CONTESTING THE DESIGNATION OF CONFIDENTIAL MATERIAL**

21 In the event that any Party desires to contest the designation of any documents, information,

22 or testimony as Confidential Material, that Party shall, after requesting and being denied re-

23 designation within a timely manner, shall file an objection with the Court and request a hearing on the

24 matter. At such hearing, the Party designating the information as Confidential Material shall have the

25 burden to establish that Party's right to protection of the Confidential Material. All such documents,

26 information or testimony shall be treated as Confidential Material until the Court makes a decision

27 regarding the status of the documents, information and testimony.

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1 **7.0 VIEWING OF DOCUMENTS BY THIRD PARTIES:**

2 The Parties agree and acknowledge that before disclosing any Confidential Material to a
3 Qualified Person, as defined above in Section 3.3(c) of this Stipulated Protective Order, the Party shall
4 provide to the Qualified Person a copy of this Stipulated Protective Order and each Qualified Person
5 shall execute a copy of the attached AGREEMENT TO BE BOUND BY PROTECTIVE ORDER
6 REGARDING CONFIDENTIAL INFORMATION. The executed copy of Exhibit "A" shall be
7 retained by the attorney who has disclosed the Confidential Material to the Qualified Person.

8 **8.0 NO WAIVER BY INADVERTENT PRODUCTION:**

9 If any Confidential Material is inadvertently provided to a Discovering Party without being
10 marked as Confidential in accordance with this Order, the failure to so mark the material shall not be
11 deemed a waiver of its confidentiality, privilege, or right to object.

12 **9.0 RETURN OF DOCUMENTS AT END OF LITIGATION:**

13 Within ten (10) days after the final settlement or termination of action, it is the obligation of
14 the Discovering Party to return or destroy all Confidential Material provided by the Producing Party.
15 The Discovering Party shall return or destroy all Confidential Material, including all copies, notes,
16 tapes, papers and any other medium containing, summarizing, excerpting, or otherwise embodying
17 any Confidential Material, except that the Discovering Party shall be entitled to destroy, rather than
18 return (a) any Confidential Material stored in or by data processing equipment and (b) work product
19 memoranda or pleadings embodying Confidential Material, subject to State Bar rules. The Discovering
20 Party will confirm in writing to the Producing Party its compliance with this Section 9.0.

21 **10.0 PHOTOCOPYING PROHIBITED BEYOND THIS LITIGATION:**

22 The Confidential Material shall not be photographed, photocopied or reproduced in any
23 manner except in preparation of or otherwise related to this litigation.

24 **11.0 PUBLICATION PROHIBITED:**

25 The Confidential Material shall not be published or reproduced in any manner on the Internet,
26 blogs, bulletin boards, email, newspapers, magazines, bulletins, or other media available publicly or
27 privately. Likewise, persons may not verbally share the Confidential Material to non-qualified

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1 persons.

2 **12.0 ALL DOCUMENTS REVEALED TO THE COURT SHALL BE SEALED:**

3 All motions or other documents filed with the Court, if any, which reveal, include, attach or
4 make reference to any portion of the Confidential Material shall be filed in accordance with the
5 Federal Rules of Civil Procedure and shall be considered Confidential Material governed by the terms
6 of this Stipulated Protective Order.

7 **13.0 NON-WAIVER:**

8 This Stipulated Protective Order is not, and shall not be interpreted as, a waiver by any Party
9 of any right to claim in this lawsuit or otherwise, that the documents or information are privileged or
10 otherwise undiscernable.

11 **14.0 VIOLATION OF ORDER:**

12 Upon an alleged violation of this Stipulated Protective Order, the Court on its own motion or
13 on the motion of any Party may grant relief as it deems appropriate in law or equity. Should any
14 provision of this Stipulated Protective Order be struck or held invalid by a court of competent
15 jurisdiction, all remaining provisions shall remain in full force and effect.

16 Dated this 6th day of February, 2015.

Dated this 6th day of February, 2015.

17 LEWIS BRISBOIS BISGAARD & SMITH LLP

18
19 By: /s/ Alayne Opie
S. Brent Vogel
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20 Alayne M. Opie
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23 *Start dba Rainbow Canyon Retreat ("Fresh Start")*

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Attorneys for Plaintiffs

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26 ...

27 ...

28

1
2 Dated this 6th day of February, 2015

3 BAKER, KEENER & NAHRA, LLP

4 By: /s/ Robert Baker

5 Robert C. Baker
6 Baker, Keener & Nahra, LLP
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9 and

10 Robert McBride
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13 *Attorney for Narconon International*
14 *and Association For Better Living*
15 *And Education International*

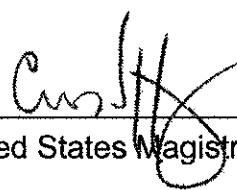
16 **ORDER**

17 Based upon the foregoing Stipulation, and good cause appearing therefore,

18 IT IS HEREBY ORDERED that the Parties have entered into a STIPULATED
19 PROTECTIVE ORDER governing production of documents.

20 IT IS FURTHER ORDERED that the Parties shall be bound by the Stipulated Protective
21 Order.

22 DATED: February 9, 2015

23 
United States Magistrate Judge

24 Respectfully submitted by:

25 LEWIS BRISBOIS BISGAARD & SMITH LLP

26 By: /s/ Alayne Opie

27 S. Brent Vogel, NV Bar 6858
28 Alayne M. Opie, NV Bar 12623
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Las Vegas, Nevada 89118
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Start dba Rainbow Canyon Retreat ("Fresh Start")

1 EXHIBIT "A"
2

3 UNITED STATES DISTRICT COURT
4
5 DISTRICT OF NEVADA

6 DAVID WELCH, a Texas Citizen; STACY
7 WELCH, a Texas Citizen; and JACK WELCH,
8 a Texas Citizen,

9 Plaintiffs,

10 vs.

11 NARCONON FRESH START d/b/a
12 RAINBOW CANYON RETREAT, a
13 California Corporation; ASSOCIATION FOR
14 BETTER LIVING AND EDUCATION
15 INTERNATIONAL; NARCONON
16 INTERNATIONAL
17 and DOES 1-100, ROE Corporations I-X,
18 inclusive,

19 Defendants.

20 CASE NO. 2:14-cv-00167-JCM-CWH
21 Dept. No.: 3

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28 **AGREEMENT TO BE BOUND BY PROTECTIVE ORDER REGARDING
CONFIDENTIAL INFORMATION**

29 I hereby attest to my understanding that information or documents designated as Confidential
30 Material and the information contained therein are provided to me pursuant to the terms and
31 conditions and restrictions of the STIPULATED PROTECTIVE ORDER entered in the above-
32 styled case. I have been given a copy, read, and understand the STIPULATED PROTECTIVE
33 ORDER. I agree to be bound by it, and consent to the personal jurisdiction of the Court that signed
34 the STIPULATED PROTECTIVE ORDER, for enforcement.

35 I further agree that I shall not disclose to others in any manner, except in accordance with the
36 STIPULATED PROTECTIVE ORDER, any Confidential Material as defined in that agreement, and
37 that such Confidential Material shall be used only for the purposes of the captioned legal proceeding.
38 I understand that the unauthorized disclosure of Confidential Material could result in the violation of
39 the rights to privacy, and/or serious economic harm to the party providing the Confidential Material

1 which could continue to cause harm even after the termination of that legal proceeding. I further
2 agree and attest to my understanding that, in the event that I fail to abide by the terms of that
3 STIPULATED PROTECTIVE ORDER, I may be subject to sanctions, including sanctions by way
4 of contempt of court, imposed by the Court for such failure.

5

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7 Signature

8 Date

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10 Name printed

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CERTIFICATE OF SERVICE

Pursuant to FRCP 5(b), I certify that I am an employee of Lewis Brisbois Bisgaard & Smith LLP and that on this 6th day of February 2015, I did cause a true copy of **STIPULATED PROTECTIVE ORDER** to be placed in the United States Mail, with first class postage prepaid thereon, and addressed as follows:

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